1908-004 Chancery Causes: Gdn. of Archie R. Baylor & by vs. Archie R. Baylor & Lee Co.

Albert, Grabeel, Hyatt, Tucker

1 Plat

CA - Estate Dispute
T - Property

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of Lee County, Virginia:

Humbly complaining your oratrix, Jennie H.Baylor, Guardian for Archie R.Baylor and Robert A.Baylor, both of whom are infants will respectfully show to your Honor that Chas.E.Baylor, lately departed this life seized and possessed of very valuable estate, consisting of both realty and personalty, the larger portion of which was situated at Boon's Path Lee County, Virginia, but quite a large amount was vested in business at Morristown Tennessee, and other small portions of it were located at other places, to-wit: a small house and lot in the City of Knoxville,Tenn.; Nine and one-half acres of land in the suberbs, or near thereto, of the City of Knoxville, Tenn. and one or more lots in the town of Big Stone Gap in Wise County, Virginia; and,perhaps, one or two lots at Shawanee, Tenn.; that before the death of the said Chas. E.Baylor, he made and published his last will and testament, which was duly probated and is now of record in the Clerk's Office of the County Court of Lee County, but as said will made no specific disposition of his property it is not deemed necessary to file said will as a part of this bill; that since the death of the said Chas. E.Baylor, his real estate situated near Boon's Path, has been partitioned among his children and heirs at law; that in said partition there was laid off and assigned to her two wards Archie R. and Robert A.Baylor the following parcels of land, to-wit:

1st. Lot No. I containing 59 acres; Lot No.2,containing 38 acres and lot No.3 containing 10 acres, to Archie R.Baylor;

2nd. Lot No.4,containing 31 acres, lot No.5,containg 39 acres and lot No.6 containing 9½ acres, to Robert A.Baylor;

Description of all of which lots or tracts of land will morely fully and at large appear from a copy of the plat of partition, and the report of the Commissioner's accompanying the same, who partitioned the land of C.E.Baylor deceased, in the chancery cause of Jennie H.Baylor et al against Lon H.Bayloer etal, and the cause heard therewith of L.H.Baylor et al vs. Jennie H.Baylor et al, still

remaining of record in the Clerk's office of the Circuit Court of Lee County, Virginia, and which are here referred to and asked to be read as evidence in this cause, and copies of the same will be filed herewith if deemed necessary.

From a further inspection of said report and plat it will be seen that in said partition dower in the lands of the said C.E. Baylor were assigned to your oratrix as the widow of the said Baylor and in said partition this tract assigned to her as dower was partitioned to take effect after her death and 2/5 thereof adjoining the ~~xxxx~~ share laid off th the said Robert A. as aforesaid and containing 37 acres, was assigned to the said Archie P. and Robert A. Baylor together. There was likewise assigned to the said Robert A. and Archie P. Baylor a small dwelling house near the depot at Rose Hill valued at $250.00. This is all the real estate owned by the said Robert A. and Archie P. Baylor in Lee County, and all that is owned by them in the state of Virginia except the said C.E. Baylor owned at the time of his death one or two lots in the town of Big Stone Gap in Wise County, Virginia, which have not been partitioned among his five heirs.

Your oratrix will now further show your honor that as guardian for the said Archie P. and Robert A. Baylor, she has received from the administrator of the estate of C.E. Baylor, deceased the sum of a little over $5000.00 for each of her wards, $8000.00 of which or $4000.00 for each, was received by her in the hardware business which had been started up and was being conducted by the said C.E. Baylor along with two partners at Morristown, Tennessee. ~~xxxxx xxxx

their most beneficial business interests are located, and she and her said wards are now resident of that town.

Your oratrix will now further show your Honor that likewise consulting what she believes to be the best interest of her said wards she has made a contract for the sale of the real estate of her said wards situated at Boon's Path in said County, that is, lots nos.1,2,3,4,5 and 6 assigned to them in the partition aforesaid to one B.F.Kincaid including her right of dower on said 57 acres aforesaid, as well as the interest of her said wards in said 57 acres, at the price of $8795.50, or $43.00 per acre, of which sum, according to the valuation of the dower fixed by the Commissioners who partitioned said land, your oratrix would in her onwn right, be entitled to $1000.00 and the balance of $7795.50 would be the property and money of her wards. Said contract signed by the said B.F.Kincaid and your oratrix in her own right and as guardian for the said Archie R. and Robert A.Baylor, is herewith filed as a part hereof marked"exhibit A".

Your oratrix will now show your Honor that said sale at the price aforesaid will be very beneficial to said infants, her said wards for the following reasons,

First, Because said land as will be seen by an examination of the plat and partition is very long north and south and will require quite an amount of fencing to make it profitable;

Second, Archie R. is now less than 15 years old, and Robert A. is only 8, and if said land is rented and handled in the way rented lands are usually handled, it will be practically worn out at the time her wards become of age;

Third, The interest on said sum of money agreed to be paid for said land by Mr. Kincaid will yeild every year much larger returns than the rents of said land, and as an evidence thereof she desires to here state that for the present year, the highest sum that she could possibly receive as rents for her children's land and her entire dower of 156 acres was $430.00 only two hundred of which was for the rent of the land of the said Robert A. and Archie R. Baylor, her wards, and in addition thereto she deems it proper to state

that said renter has cultivated said land to its fullest extent in a stronger manner than it should be cultivated, and yet claims that he has lost money on his rental contract, and would not take it another year at the same price.

Your oratrix will now further show your Honor that it is likewise to the interest of her wards to sell their interest in the lot or lots located at Big Stone Gap, Virginia, and she beleives it to be to their interest to sell the house and lot assigned to them jointly, located at Rose Hill, though she has made no contract in reference to either of these peices of property. The house and lot at Rose Hill in the partition hereinbefore referred to was valued to her wards at $250. or $300. And she will further show your Honor that as guardian in the State of Tennssee she has filed a bill to have sold for the purposes of partition their interests in the real estate, situated in the State of Tennessee, which according to the best estimate that can be made at this time will yield about $500 to each of said wards.

Your oratrix is very strong impressed with the belief that the interest of her wards will be very highly promoted by a sale of their real estate situated in this County, not only for the reasons hereinbefore set out, but for the further reason that she has a fine opportunity to invest the proceeds of said sale in a farm located very close, in fact adjoining the town of Morristown which is a railroad center and one of the most promising and fast growing towns in central East Tennessee, and it adjoins the lands already purchased by your oratrix as her home and is within one-half mile of where she has invested in business for herself and her two wards something over $20,000.00, which is paying to her and tehm a dividend of 10% per annum; and she will further state that other investments are likewise open to her at that place, and that she is enabled to loan money there on good security which will yield fully six per cent each year exclusive of taxes, which it is readily perceived will fully double the income that will result from renting her wards' lands

Your oratrix will now show your Honor that in the event of the death of her wards that their half brothers and sisters, Lon H., Harry M. and Hattie M. Baylor, and herslef will be their heirs and law and distributees.

Now the object of this bill is to have the contract which ~~xxx~~ your oratrix has made with B.F.Kincaid for a sale of said land approved and confirmed, or said land sold to the highest bidder; to have the house and lot at Rose Hill sold; and the lots situated at Big Stone Gap sold, and the proceeds of said sale divided between the five children of the said C.E.Baylor, deceased; and being without adequate remedy at law, she prays that your Honors Court of Chancery will take cognizance of her cause and grant her proper relief, to this end she prays that Archie P.Baylor, Robert A.Baylor, Lon H.Baylor, Harry M. Baylor and Hattie M. Baylor, be made parties defendant to this bill; that the said Archie P.Baylor, who is an infant over 14 years of age be required to answer the same under oath; that a guardian ad litem be appointed to answer for both the said Archie P. and Robert P.Baylor, infant defendants; that the said Lon H. Harry M. and Hattie M. Baylor be required to answer the same, but they need not do so under oath as that is waived; that upon a final hearing, said sale to said B.F.Kincaid be confirmed or that said lands be sold to the higest bidder, and that the other real estate situated in Virginia be sold, and if in anywise mistaken in her special prayers or any of them she prays ffor full and complate general relief.

May spa. issue.

Jennie H. Baylor,

By Counsel.

C. L. Duncan
Attorney

Atty. for plaintiff.

Jennie H. Baylor

State of Tennessee)
:-to-wit
County of Hamblin)

This day Jennie H.Baylor, guardian for Archie P. and Robert A. Baylor, personally appeared before me, James A Rice

a Notary public in and for the County of Hamblin, in the State of Tennessee and made oath that the facts stated in the foregoing bill where stated upon her own knowledge are true, and where stated on information derived from others, she beleives to be true.

Given under my hand and official seal, this the 17 day of October, 1903.

James A. Rice N.P.

(seal)

Jamie H Baylor Jr &c

75 Bill

A.R. Baylor & others

1903.	2nd October rules bill filed & Spa executed on adult defendants D.N	
"	1st Nov rules held the last Monday in Oct D.N. Confirmed & Cause set for hearing	

Costs:

M. Clk	6.69	
Sgt	1.00	
Shff	2.00.	
Mots	3.22	
N.P.	2.25	
G.A.L.	5.00	
Atty.	15.00	
E. Clk	.71	to Mch 1, 04
	35.87	
Estimated	6.00	
	$41.87	

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of Lee County, Virginia:

The answer of Archie P. and Robert A.Baylor, infants under the age of 21 years by Robt.L.Pennington their guardian ad litem assigned to defend them in this suit, to a bill exhibited against them and others in this Honorable Court by Jennie H.Baylor, their mother and guardian.

For answer to the said bill or to so much thereof as they are advised that it is necessary that they should answer, by their said guardian ad litem, answering they say, that they are infants of tender years, and being such do not know how that their interests may be best served, but rely upon the Court for the protection of their interests and commit to it the care of their cause.

The said Guardian ad litem, however, from his own knowledge states that he is reasonably familiar with the lands of said infants sought to be sold in this cause; that he has examined the contract mentioned and filed with said plaintiffs bill, and the price which said infants are to receive for their respective interests in said lands, and he considers that the sale is a very advantageous one for said infants, and that the money invested at the ordinary rate of interest would far exceed the net profits that could be derived from the rents of the real estate, to say nothing of the depreciation in value of the land, which your respondent believes would necessarily happen in the hands of tennants, whom it is commonly known get all they can out of the lands rented to them, and seldom look to the keeping up of the lands which they rent.

And now having fully answered, they pray to be hence dismissed &c.

Robt L Pennington
Guard. ad litem for Archie P. & Robert A. Baylor.

Sworn to before me by Robt.L.Pennington guardian ad litem for Archie P. and Robert A.Baylor, this the 7th day of November,1913.

Geo P. Cridlin N.P.

Jennie H. Baylor
Guard. &c.
vs. { In Chy.
Archie R. Baylor Ad

G. A. L. answer

Filed Novr 7th 1903
A B Munsey Clerk

G. A. L. $5.00

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of Lee County, Virginia:

The answer of Archie P.Baylor, an infant over the age of 14 years, to a bill exhibited against him and others in the Honorable Court by Jennie H.Baylor, his mother and guardian;

Pespondent says that he is well acquainted with the land laid off and assigned to him and his brother Robert A.Baylor, in the partition of the lands of their father Chas. E.Baylor,deceased; and he further says that he has read carefully the bill filed in this case by him mother and guarduan, and that he believes the allegations in said bill are true; that he believes that it would be to the interest of himself and his brother Robert A.Baylor to confirm the sale made by his mother to B.F.Kincaid; that the interest from the fund which will realized from a sale of said land will be much more beneficial to himself and his said brother than the rents and profits of the said land will be, and in addition thereto said land will be depreciating every day in value, if rented out and any attempt is made to secure anything from said rental. He is likewise of the opinion that the house and lot at Pose Hill should be sold. Said house is simply a box-house,cheaply constructed and liable to depreciate very much in value from the usual wear and tear of such property in the hands of tenants, and he sees no prospect in the near future especially of any improvement in the value of real estate in that community.

For the reasons above stated, and for the reasons stated in the bill, your repponent joins cordially and earnestly in the prayer of his guardian for a sale of said property.

And now having fully answer said bill, he prays to be hence dismissed.

Archie R.Baylor.

State of Tennessee)
:-To-wit:
County of Hamblin)

This day Archie P.Baylor, an infant over the age of 14, whose

answer is written above, personally appeared before me, James A Rice, a notary public in and for Hamblin County in the State of Tennessee, and made oather that the facts stated in said answer, where stated upon his own information are true, and where stated upon information derived from others, he believes them to be true.

Given under my hand, and official seal, this the 17 day of October, 1905.

James A Rice N.P.

(seal)

Archie R Baylor

ads [illegible] Andrews

J A Baylor guardian &c

Jennie H. Baylor, Guardian &c. - - - - - - - - - Plaintiff.

Vs. In Chancery.

A. R. Baylor et al - - - - - - - - - - - - - - - - - - - Defendants.

The continuances entered in this cause at a former

This cause came on again this the 17th day of September, 1908, to be again heard upon the papers formerly read, the report of C.T. Duncan Special Commissioner, and deed therewith, filed on this day and was argued by counsel;

On consideration whereof, and there being no exceptions to said report or said deed filed therewith, it is adjudged, ordered and decreed that said report and the deed filed therewith, be and each are, hereby approved and confirmed.

And it is ordered that the Clerk of this Court deliver said deed to the said D.E. Peirce, or his attorney.

Said Peirce will pay to the said C.T. Duncan, Special Commissioner the sum of $5.00 for making said deed.

And this cause is continued.

Jennie A. Baylor, Guard. &c.

vs. } In Chy.

A. R. Baylor et al

Decree confirming
Deed to D. E. Pitts

Entered in C. O. B.
#8, page 405 &c.

Enter this Decree
H. A. W. Simms
Sept. 17, 1908.

Jennie A Baylor Guardian &c
vs- Application to remove funds
Archie R. Baylor et als

Upon the calling of this cause it was stated in open Court that the purpose of this cause was the removal of the funds in the hands of the Virginia Guardian of Archie R and Robert A Baylor from the state of Virginia to the hands of the Tennessee guardian, and that said funds had been transferred by the Virginia Guardian to the guardian in the state of Tennessee said Virginia & Tennessee guardian being one and the same person, said transfer is confirmed and said cause is stricken from the docket

Jeanne H Baylor
Guardian &c
vs

Archie R Baylor et al

Entered in C.B.B
No. 8, Page 114

Decree final

Enter this decree
Dec 19th 1903

Jennie H. Baylor Guardian &c

Vs.

M. P. Baylor et al.

This day came the plaintiff by C. T. Duncan, her attorney, and stated to the court that the above styled cause had been stricken from the docket, and that all the purposes of said suit had not been accomplished, and moved the court to reinstate the same on the docket. Then came the guardian ad litem of said infants and the adult defendants by their attorneys and consented thereto and joined with said plaintiff in her request to reinstate said cause on the docket.

On consideration of which and it appearing to the court necessary said case is reinstated on the docket and will be prosecuted to a conclusion.

And it further appearing to the court from the report of C. T. Duncan, special commissioner in said cause, that the guardian Jennie H. Baylor has sold the house and lots at Rose Hill, Virginia, laid off and assigned to her wards and heretofore decreed to be sold, to Dr. P. P. Pierce for the sum of $450.00. And said C. T. Duncan further reporting that the price at which said lot was sold is a most excellent sale, said sale is confirmed, and C. T. Duncan is appointed a Special commissioner for the purpose and directed to convey said lots with covenants of special warranty to said P. P. Pierce.

And it further appearing from the report of said C. T. Duncan, special commissioner as aforesaid that he has not yet sold said lot belonging to all the Baylor heirs situated at Big Stone Gap, Va., which he was directed by a decree heretofore entered in said cause to sell, it is further adjudged, ordered and decreed that the said C. T. Duncan, after advertising the time, terms, and place of sale, will sell said lot at public out-cry to the highest bidder on the following terms to-wit: One-third of the purchase price in cash. The remainder in two

equal installments due in six and twelve months from date, and bearing interest from date, but before proceeding to sell said commissioner will execute bond in the sum of $500.00 conditioned as the law requires. He will sell the same on said lot after advertising the time, place and terms of sale for thirty days, by posting written notices thereof at three or more public places in the town of Big Stone Gap. He will report his action to a future term of this court, and this cause is continued.

Jennie H Baylor &
vs. } Decree
A. R. Baylor et als

Entered in C.C.B.
#8. Page 388

Enter this decree

Sept. 9th 1908
H. C. W. Stem
Judge

Jennie H. Baylor Guardian &c,

vs.

A.P.Baylor and others

This cause came on again this day to be heard on the papers formerly read, the report of C.T.Duncan special commissioner and deeds and exhibits therewith and was argued by counsel.

There being no exceptions to said report or the deeds filed therewith, it is adjudged, ordered and decreed that they each be and they are hereby confirmed, and it appearing to the court, that B.F.Kincaid has complied with the terms of his offer to purchase the lands laid of and assigned to Archie P. and Robert A.Baylor in the partition of the lands of C.E.Baylor deceased, including the 87 acres covered by the Dower of their mother, Jennie H.Baylor and that the same has been conveyed to him, retaining a lien thereon for the balance of the purchase price still due thereon, it is further adjudged ordered and decreed that he take and hold the several lots or parcels of land so conveyed to him, free from the claims of said infants and all other persons; and it further appearing to the court that said infants are now residents of Morristown in the state of Tennessee, and that their mother Jennie H. Baylor has been duly appointed and qualified as the guardian of said infants in the state of Tennessee and has executed bond as such, in the sum of $16000.00 with bond and approved security It is further adjudged ordered and decreed that said commissioner, C. T. Duncan do after first paying all the costs of this suit, out of the funds shown to be in his hands, including a fee to himself of fifty dollars for conducting said suit and a further fee of fifty dollars for his services as commissioner, do pay the residue thereof, as follows, to wit, one thousand dollars to the said Jennie H. Baylor in her own right and for her dower interest in said 87 acre parcel of land, and the residue thereof to her as the Guardian in Tennessee of said infants. It is further ordered that the said B.F.Kincaid pay to Commissioner Duncan the sum of XXXX ten dollars for making and executing said deed. Said Duncan as commissioner will take proper receipts for all sums paid out by him, he will collect the balance of the purchase money as it falls due and report his action from time to time to thes court and the cause is continued

Jennie H. Baylor, Guard

vs. [illegible]

A. R. Baylor et als

Confirming Report, Sale and deeds.

Rec. C. O. B. No. 7, p. 401

Enter this decree

[illegible]

February 16th 1904

Jennie H. Baylor Guardian &c

vs.

Arcie R. Baylor et als.

This cause came on this day to be heard on the bill of the Complainant and exhibit therewith, the answer of Archie R. Baylor an infant over the age of 14 years, which answer is under oath, the answer of Archie P. Baylor and Robert A. Baylor by R. L. Pennington their guardian ad litem, which is also under oath, the deposition of various witnesses, and was argued by counsel.

It appearing to the court that process has been duly served upon Lon. H. Baylor Harry H. Baylor and Hattie M. Baylor, the adult defendants who are the brothers and sister of said infants, and who would be their heirs in the event of their deaths before arriving at the age of 21 years, and that each of said defendants have failed to appear, answer plead or demur to said bill it is taken for confessed as to them, on consideration of all which, and the court being of opinion from the evidence adduced that it will be to the interest of the infants to confirm the sale of their lands made by their guardian to B. F. Kincaid upon the terms proposed by him in his written contract filed as an exhibit with said bill, that it will likewise be to their interest to sell the house and lot assigned and allotted to them at Rose Hill Va. It is therefore adjudged, ordered and decreed that the sale made by Jennie H. Baylor guardian of Arcie R. and Robert A. Baylor of the several lots or parcels of land assigned to them in the partition of t the lands of C. E. Baylor deceased, including the 37 acres assigned to them as part of the dower laid off and assigned to the widow of C. E. Baylor deceased, aggregating 204 ½ acres at the price of $43.00 per acre be and the same is hereby approved and confirmed, and C. T. Duncan who is hereby appointed a commissioner for the purpose, will, as soon as convenient after the close of this term of the court, ~~as is convenient~~, close up said sale with the said Kincaid, accepting from him the sum to be paid down in cash, and taking his notes for the defered payments, bearing interest from the first day of January 1904, and said commissioner Duncan will convey said lands to the said Kincaid by good and sufficient deed with coveneants of Special warranty reserving a vendors lien to secure said deferred payment, any moneys received by said commissioner will be deposited by him in the Powell's Valley Bank to await the future orders of this court, said commissione Duncan will also sell said lot at Big Stone Gap belonging to all of

said Baylor heirs and the lot at Rose Hill belonging to said Infants, before proceeding to act under this decree said commissioner Execute bond before the clerk of this court in the sum of $5000.00 conditioned according to law. said commissioner will report his action to a future term of this court and this cause is continued.

Summit A B Baylor Guard No

76 Deed "I."

A. R. Baylor et als

Entered

H A W. Stone

Nov. 7, 1903

Entered Nov. 7. 1903

C. O. B 7. P. 274

The depositions of J.P.Albert and others taken before me, Geo.P. Couldin, a Notary Public, in and for the County of Lee in the State of Virginia, at the Law office of C.T.Duncan in the town of Jonesville, Virginia, on the 6th day of November, 1903, pursuant to notice hereto attached, which depositions are intended to be read as evidence in behalf of the plaintiff in a certain suit in chancery now penading in the Circuit Court of Lee County, Virginia, in which Jennie H.Baylor , Guardian &c. is plaintiff and Archie A. Baylor et al are defendants.

Present: C.T.Duncan attorney for plaintiff; and

R.L.Pennington, guardian ad litem for infant defendants

J.P.Albert a witness of lawful age being first duly sworn deposes as follows:

Q.1.-- Please state your age, occupation and place of residence.

A.-- I am 52 years old, live on Wallen's Creek Lee county Va, and farmer by occupation.

Q.2.-- Were you one of the Commissioners that partitioned the land of C.E.Baylor, deceased among his heirs?

A.-- I was.

Q.3.-- In making that partition did you examine the lands carefully that were assigned to Archie R. and Robert A.Baylor, including that assigned to them absolutely, as well as that assigned to them out of their mother's dower, and if you state that you did examine the same carefully, I will ask you to state, if in making said partition, you fixed upon said land what you beleived the full and fair valuation thereof?

A.-- I did make a very full and careful examination of these lands, and the Commissioners, of whom I was one, fixed upon each parcel what we thought was the full and fair valuation thereof. This land was composed of different qualities and in making said partition, in order to arrive at the full value of what each was entitled to and in order to give to each one his full interest, quantity and quality considered, we valued each quality of land separately. The land on the Poor Valley Ridge we valued at $22.50 per acre. The bottom land we valued at $50.00 per acre. The land on the north side of the chestnut ridge we valued at $8.00 per acre

The land in the separate tract was treated by us Chestnut Ridge land and likewise valued at $8.00 per acre.

Q.4.-- Mrs. Jennie H.Baylor, the guardian of Archie R. and Robert A.Baylor, has made a contract with B.F.Kincaid for the sale of all the lands assigned to her wards indluding that covered by her dower at $43.00 per acre. Please state if, in your opinion, that is the full value of said land, and whether or not, in your opinion, it would be to the interest of said infants to sell their lands at that sum?

A.-- In my opinion, that is a fair price for said land, in fact, it is considerably above our valuation of it, in our partition, and we valued it at what we considered to be a fair price. In my opinion it would be very much to the children's interest to sell the land at the figures named; first because the interest on the money would be largely in excess of anything by way of rents, and second, lands that are rented for several years always deterioates very much in value.

Question by R.B.Pennington, Guardian ad litem:

You have spoken in your answer to the last question of the probable deterioation in value of lands rented for a number of years. I will now ask you to state whether or not this land is of a quality that would be easily kept up in value, or is it of a quality that would easily wear out and depreciate in value?

A.-- My opinion is that said land would be difficult to keep up, and without proper care would be likely to depreciate in value.

And further this deponent saith not.

writ claims 2 day 1.00 J.P. Albert

The further taking of these depositions is adjourned till tomorrow morning, Nov. 7th, at 9 o'clock, at the same place.

Geo.P. Criddle N.P.

Met pursuant to foregoing adjournment, same parties present as on yesterday.

Josphus Grabeel, a witness of lawful age, being duly sworn deposes as follows:

Q.1.-- Please state your age, occupation and place of residence.

A.-- I am 73 years old, am a farmer, and live on the main road

between Cumbow and Boon's Path, Lee County, Virginia.

Q.2.-- Are you acquainted with the lands owned by C.E.Baylor deceased,at the time of his death and especially that part of it assigned to his two infant sons,if so how long have you known said land and how close do you live to it?

Ans. I am well acquainted with said land and have known them from my earliest recolection, I was born and reared in about three miles of said lands and for the last twelve years I have lived in about one mile and a quarter of the lands assigned to said infants.

Q.3.-- The Guardian of said infants has contracted the lands assigned to her two infants sons including as well that part covered by the dower of Jennie H.Baylor as well as that free from said dower, at the price of $8798.50, the same being $45.00 per acre. Please state whether or not in your opinion it would be beneficial to the interests of said infants to sell said land at that price?

A.- If the money is rightly invested, I think it would be well sold at that price.

Q.4.-- From your acquaintance with said land, please state whether or not the character of said land is not such that it requires very careful handling to prevent depreciation in its value?

A.-- I think its character is such that it requires very careful handling to prevent depreciation in its value. I have been shown the plat of said land and I notice that nearly half of it is on the Chestnut Ridge. The land on the Chestnut Ridge is a light character of land, not very productive and easily worn. The land on the other side of the road, and from the road to the foot of the Poor Valley Ridge is level and pretty. The east end of this bottom land I do not regard as very good. It has in it a considerable amount of sand and takes very careful handling. The land on the Poor Valley Ridge is steep and somewhat broken by hollows, but this land is good and well adapted to grass. The west end of the bottom land is much better and I regard it as very good.

Q.5.-- From your experience and observation, is it possible to rent land for a period of 8 to 13 years and keep it up in value?

A.-- I think it is possible but it is very seldom done.

And further this deponent saith not.

wit claim 1 da .50
8 Mis .32
.82

Joseph Gerhart

J.A.G.Hyatt another witness of lawful age being duly sworn deposes as follows:

Q.1.-- State your age, residence and occupation.

A.-- I am 63 years old, am farmer, and reside at Jonesville,Va.

Q.2.-- What official connection have you had, if any, with the estate of C.E.Baylor,deceased?

A.--I am administrator of said estate, and was appointed some time during the summer,1901.

Q.3.-- Were you present with the Commissioners, who partitioned the lands of C.E.Baylor among his heirs, and if so in what capacity were acting in said partition?

A.-- I was present and was acting as agent for Mary M. Baylor, one of the heirs, who was absent on account of ill-health.

Q.4.-- Are you acquainted with, and did you observe carefully the lands laid off and assigned in said partition, to the two infants Archie R. and Robert A.Baylor, and if you say you did, please state, what, in your opinion is the fair cash value of said land including the 37 acres assigned to them whcih is covered by the dower of their mother?

A.-- I think $30.00 per acre together would be a full cash price for it. It is more than I would pay for it. The plat shows that fully one-half of said land lies on the chestnut Ridge side of the main road and this land I do not think is worth more than $10.00 per acre. And I regard that one-third of that lying on the other side of the road is not worth more than $20.00 per acre, considering the fact that the mineral right on what is know as the Holms land was reserved by the Holmes heirs when they sold it to Baylor. And there is no part of said land is worth, in my opinion, $50.00 per acre, but perhaps it would sell for that sum.

Q.5.-- The Guardian of said infants has sold , or contracted to sell, the whole of said 204½ acres to B.F.Kincaid at $43.00 per acre, aggregating the sum of $8798.50, of which the infants are to have $7798.50, and the widow $1000.00 for her dower right. Please state whether or not in your opinion said sale is a good one, and beneficial to the interests of said infants to have it confirmed?

A.-- My opinion is that said sale is an exceedingly good one and that it will be beneficial to the interests of said infants that said sale be approved and confirmed by the Court. One of said in-

fants has just passed the age 14 years, the other one is less than ~~that~~ mine, and my experience and observation has taught me that it is almost impossible to prevent great injury and depreciation to lands rented, especially as long as these will have to be, if they are made to yeild reasonable rental to said infants, and I learn from the guardian of these infants that she only received for her wards $200.00 for the rents of their land this year outside of that part covered by the dower, and that part covered by the dower brought from $50 to $60 while the sum which they will receive from a sale of the land under the present contract will yeild them every year at 6% very nearly double this sum. And if cultivated as it was this year it will soon be very badly injured, and I understand from the man who rented it this year, that he would not pay that sum for it for another year.

Q.6.-- State whether or not said land would be easily kept up by the guardian?

A.-- It would not be easily kept up. It is a character of land that will not stand rough handling and in my opinion if kept up to its present standard, that in way of taxes, fencing, grassing and cleaning up bushes, there would be no annual income from it. In other words it would take the whole of the rental to keep it in its present repair.

Q.7.-- State whether or not the lot or lots should be sold, and whether or not it would to the interest of the infants to sell that lot and the lot at Rose Hill?

A.-- I think it would undoubtedly be to the interest of said infants to sell the lot at Big Stone Gap and to sell the lot at Rose Hill also.

And further this deponent saith not.

J. A. G. Dysart

Writ Claim 50c

W.Y.Tucker, another witness of lawful age being first duly sworn de poses as follows:

Q.1.-- Please state your age, occupation and place of residence.

A.-- I am 46 years, am farmer, reside about 1¼ miles from Boon's Path,Lee County, Virginia.

Q.Are you acquainted with that part of the real estate of C.E.Baylor, deceased, which was laid off and assigned in the partition of said Baylor's land, to Archie R. and Robert A.Baylor, If so state how near you live to said land and how long you have known same.

A.-- I am very well acquainted with the said land. I have lived in the neighborhood of said land all my life, and have lived where I now live, about 1¼ miles from said land for some 8 or 10 years, and I have known said land all my life.

Q.3. Will you please state what you consider a fair cash price for the land of said infants including the part covered by the dower of the widow of C.E.Baylor,deceased.

A.-- In my opinion, a fair cash value for said infants land would be from $30.00 to $35.00 per acre, taking the whole land togehter.

Q.4.-- Mrs. Jennie H.Baylor, as guardian for her two infant children, has made a contract to sell said land to B.F.Kincaid at the price of $43 per acre. Please state, if,in your opinion, that is the full value of said land, and whether or not, in your opinion, it would be to the interest of said infants to sell their lands for that sum?

A.-- I think that is a high price for said land, and in my opinion it would be greatly to the interest of the children to sell said land at that price. I am satisfied that that amount of money on interest would be worth fully three times as much, in income, as the land, considering the way the land would necessarily run down by renting.

And further this deponent saith not.

W. Y. Tucker

Wit claims 1 da. .50
10 mi .40
$.90

The foregoing depositions of J. P. Albert Josephus Grayful, J.A.G.Hyatt and W.Y.Tucker were taken

Sworn to and subscribed before me this
and later and for the purposes and consideration in the
Captain, Given under my hand
& Seal this 10th day of Nov 1903. My Commission expires
the 12 day of Jan, 1904

Geo. P. Cridlin Notary

Jurat

State of Texas
Co. of Dallas

Archie R. Buford

Depositions Cost
J. P. Albert 1.00
Josephus Isabell .82
J. A. D. Hyatt .50
W. G. Tucker .90
$3.22

Notary Cost $2.25

Filed by Geo. P. Cridlin
Notary Taking same
this Nov. 7, 1903

Clerk

Jennie H. Baylor, Guard. &c. - - - - - - - - Plaintiff

Vs. In Chancery

A.R.Baylor et al. - - - - - - - - - - - - - - - Defendants.

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of Lee County, Virginia:

The undersigned who was appointed a Special Commissioner for the purpose, by decree rendered in the above styled cause on the 7th day of November, 1903, begs leave to report that in obedience to the terms of said decree, he, on the 1st day of January, 1904, closed with B.F.Kincaid the offer which he had made to purchase the lands of the infant defendants in this cause including their interest in the 37 acres covered by the dower of their mother, and also her dower interest on said 37 acres, at the price of $43.00 per acre.

In examining the report of the Commissioners who partitioned the lands of C.E.Baylor among his heirs, your Commissioner ascertained that the following shares, lots or parcels of land was assigned to said infants, to-wit: No 1 containing 39 acres, No. 2. Containing 38 acres and No.3 Containing 10 acres were assigned to Archie F. Baylor; No.4 containing 31 acres, No. 5 containg 39 acre and No. 6 containing 9½ acres were assigned to Robert A.Baylor; and that there was assigned to said two infants 37 acres embraced in and covered by the dower of their mother; the whole aggregating together 203 acres and one half acre, instead of 204 and one-half acres as stated in Mr. Kincaid's proposition and the decree of the Court. This 203½ acres at $43.00 per acre makes the sum of $8750.50, of this sum Mr. Kincaid paid down to me in cash the sum of $3000.00, and executed to me his three notes for the residue divided in equal install,ents and payable in one, two and three years from date, each bearing interest from date, which said sum of $3000.00 as directed by the decree under which I am acting, I deposited in the Powells Valley Bank. I did not take any security from Mr. Kincaid as this was not required by the decree, but I made him a deed for the land retaining a vendor's lien, which deed is herewith filed for the Court's inspection. Mrs. Baylor has also made a deed to Mr. Kincaid conveying

her dower interest. Mr. Kincaid required me to described each parcel of land, seven in number by metes and bounds, and course and distance, and my fee for making the same is $10.00, which I regard as exceedingly reasonable. Mrs. Baylor, the Guardian is now a resident of the state of Tennessee and her wards are there with her. She has been appointed Guardian in that state as well as in this, and has executed bond there in the sum of $16000.00. I have the certificate of the Court covering her qualification and bond for the inspection of the Court if it desires to look at same. I know nearly all of the sureties personally and know them to be good. I think the decree s should direct me to pay the money that is in my hands, after paying the cost of suit and expense of sale, to Mrs. Baylor as guardian, in the State of Tennessee. I would further ask the Court to fix the fee that should be paid to me as counsel for the Guardian [illegible] including my [illegible] duties as Commissioner.

Feby 1st 1904

Very respectfully submitted.

C. T. Duncan
Special Commissioner.

Jennie H. Baylor admr.

vs. { In Chy.

A. R. Baylor et al

Commissioner's Report

Filed Feb. 13, 1904.

H. C. T. Erving

Clerk.

Jennie H. Baylor

Vs.

A. F. Baylor and others.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court of Lee County, Virginia:

The undersigned heretofore appointed a special Commissioner in this cause, begs leave to report that by a former order entered in this cause, he was directed to sell a house and lot assigned to A.H. and Robert A. Baylor, infant children and heirs at law of C. E. Baylor deceased, which duty he never performed, but Jennie H. Baylor, the guardian of said infants did sell said lot to Dr. D. E. Pierce at the sum of $150.00, which sale your commissioner regards as a most excellent one and recommends that it be confirmed. Said lot was valued in the assignment to said two infant children at $300.00, and this sale is an advance of fifty per cent.

Your commissioner further reports that by said decree he was directed to sell a lot which belongs to all the heirs of C. E. Baylor, located at Big Stone Gap. He has not yet sold this lot but is of the opinion now after full consultation with said heirs, that said lot ought to be sold, and he asks that he be directed to sell it at public auction to the highest bidder, and that said sale be made on the premises of Big Stone Gap.

Respectfully submitted.

C. T. Duncan
Commissioner.

Jennie H Baylor Exor

vs.

Report

A R Baylor et al

Filed Sept 9th 1908

M. C. D. Ewing,

Clerk.

Jennie H. Baylor, Executrix

vs. { In Chy.

A. R. Baylor et al

Commissioners Report of Deed to D. E. Pierce

Filed September 17, 1908.

H. C. P. Ewing, Clerk

This Contract and Agreement made and entered into this the 23rd day of September, 1903, by and between B.F.Kincaid of the County of Lee and State of Virginia, of the one part and Mrs. Jennie H.Baylor of the County of Hamblin and state of Tennessee, acting for herself and as guardian for her two infant sons Archia R.Baylor and Robert A.Baylor, of the other part.

WITNESSETH: That whereas there was laid off and assigned in the partition of the lands of Charles E.Baylor,deceased, two parcels of land adjoining each other in Powells Valley, containing in the aggregate one hundred and forty-eight acres, and two other parcels on the Chestnut ridge in the neighborhood of the Nurseries, containing Nineteen and one-half acres; and another parcel in the Valley containing Thirty-seven acres, which is a part of the Dower assigned to Mrs. Jennie H.Baylor, in the partition of said land, to Archie R. and Robert A.Baylor, the two infant heirs at law of Charles E.Baylor,deceased; and the said B.F.Kincaid being desirous of purchasing all of the said land above described aggregating Two Hundred and Four and one-half acres, and the said Jennie H.Baylor as guardian for said infants being of the opinion that the interest of her wards will be promoted by a sale thereof have mutually agreed with each other subject to the ratification and confirmation of the Circuit Court of Lee County, as follows:

The said B.F.Kincaid agrees and binds himself to pay for said land the sum of Forty-three dollars per acre, aggregating the sum of Eight Thousand Seven Hundred and Ninety-three Dollars and fifty cents ($8793.50), One thousand dollars of which said sum is to be paid to the said Mrs. Jennie H.Baylor as and for her dower and life estate in said Thirty seven acres of land above referred to the residue thereof of Seven thousand Seven hundred and Ninety three Dollars and fifty cents is to be paid to the guardian of said infants as and for their interest in all the lands above described. Said payments to be made by the said B.F.Kincaid as follows: the sum of

One thousand dollars to Mrs. Jennie H. Baylor for her individual interest in said land and Two thousand dollars to her as guardian on or by the 1st day of January 1904, provided the Court confirms and ratifies this contract, the remainder to be paid in three equal installments due respectively in one, two and three years from said 1st day January, 1904, and bearing interest from that day. No part of the above money is to become due or payable until this contract is ratified, but upon its ratification it becomes binding upon the said Kincaid. What is meant by ratification is the order of the Court directing this land to be sold at the price herein named or to be exposed to sale to the highest bidder, starting it at the price herein fixed as the bid of Mr. Kincaid, and if started at his bid and some other person gives more then Mr. Kincaid is not by this contract to incur further liability.

The said Jennie H. Baylor for herself and as guardian for her said wards accepts the terms of sale or purchase here offered by the said B.F. Kincaid in so far as she is able under the law to act and agrees to institute a suit in the Circuit Court of Lee County, Virginia, for the confirmation of this contract, or for the sale of said land to be started at the said Kincaid's bid herein contained as the Court may determine to be proper in the premises, but she is in no wise to be personally or officially responsible to Mr. Kincaid for any damages should the Court refuse to sell said land, or confirm this sale,. Each party hereto waive the benefit of his or her homestead exemption as to this contract.

Witness the following signatures and seals this the day and y year first above written.

B. F. Kincaid (SEAL)

Jennie H. Baylor (SEAL)

Jennie H. Baylor (SEAL)

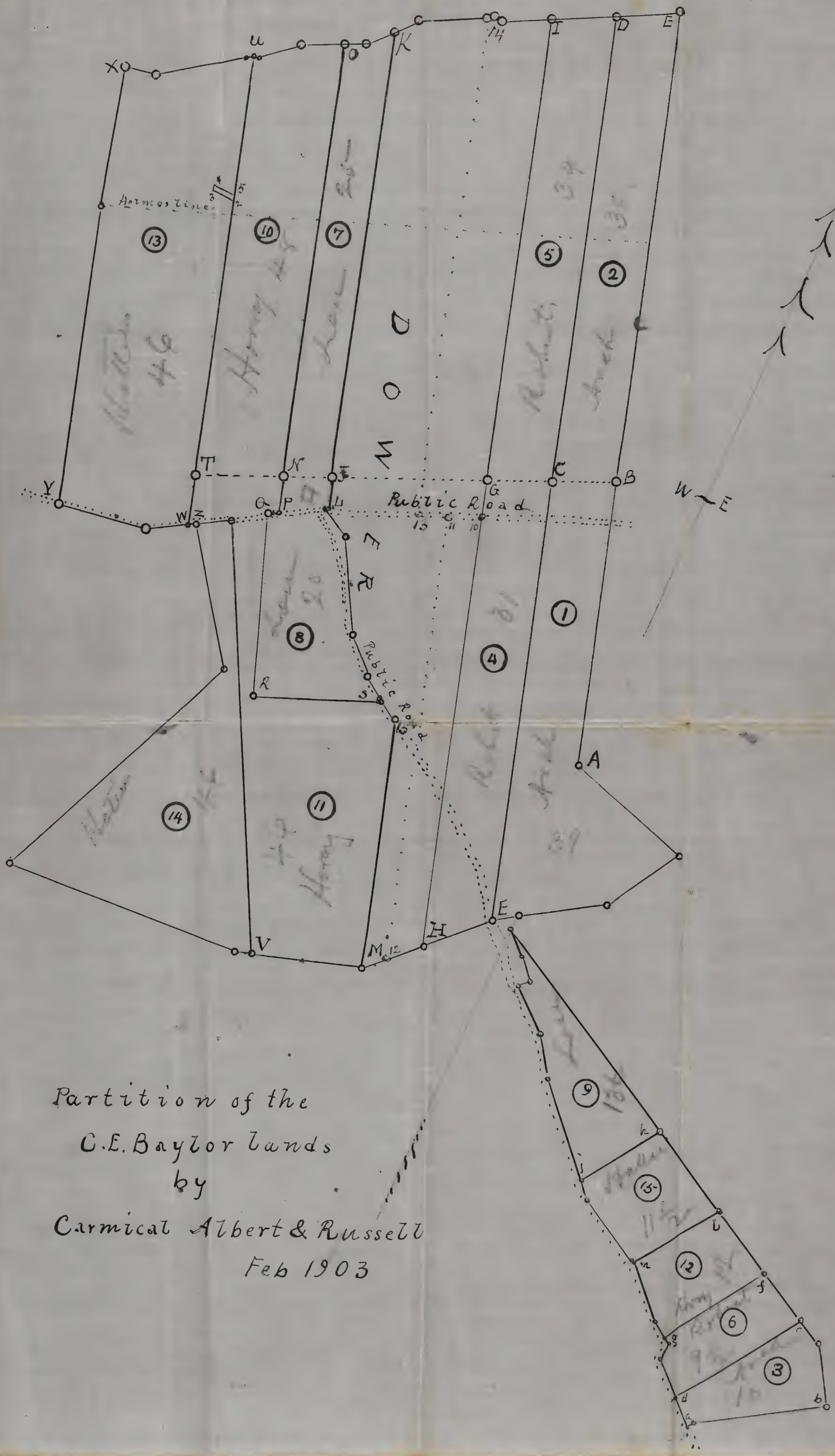
Guardian for Archie R. and Robert A. Baylor.

B. F. Kincaid

to

Jennie H Baylor quos

Exhibit "A"



Partition of the
C.E. Baylor lands
by
Carmical Albert & Russell
Feb 1903

Commissioners Report of Partition

Jennie M. Bayles et al Plaintiff

vs In Eq

Ross H. Bayles et al Deft

Pursuant to decree of the Circuit Court of the Co. entered the 9th day of Nov 901 & the 14th day of Dec 902. We the undersigned Commissioners duly appointed, qualified, & acted & partitioned the lands of Charles E. Bayles deceased as follows to wit: Beginning at the Northeast corner of the Donation Land Claim of Charles E. Bayles & Wife, thence West 40 rods to the Northeast corner of the Donation Land Claim of Wm. Bayles & Wife, thence South 160 rods to the Southeast corner of said Donation Land Claim, thence East 40 rods to the Southeast corner of said Donation Land Claim of Charles E. Bayles & Wife, thence North 160 rods to the place of beginning containing 40 acres, more or less, and we have set off and allotted to Archie A. Bayles one third in value of the lands of said C. E. Bayles deceased, comprised in the aforesaid boundaries, and to Lot No 1 is bounded as follows to wit: Beginning at the Northeast corner of the Donation Land Claim of Charles E. Bayles & Wife, thence West 40 rods to the Northeast corner of the Donation Land Claim of Wm. Bayles & Wife, thence South 160 rods to the Southeast corner of said Donation Land Claim of Wm. Bayles & Wife

N° 2

N° 3

38 poles to a double ditch
thence N 31 E 37½ poles to two chestnut corners
to U. Parker, Lewis & wife Lucy
thence N 73 W 58 poles to the beginning
Containing 39 acres. Lot No 2
is bounded as follows beginning at
(B) a stake at Black Jacks on Parkers
corner & runs to outlet thence with
Lewis's line S 67 W 37 poles to (C)
stake thence N 15 W 200 poles to (D)
stake in the northern part of the line & with
the same N 63 E 62½ poles to (E) a rock
original E N-W but corner thence with
original East line S 15 E 200 poles
to the beginning Containing
38 acres be the same more or less
Lot N° 3 Beginning (as follows - to
wit) beginning at (a) a white oak on the east
side of Jones road leading to Patterson
Ferry with original corner to Lot No 2
38½ poles to (b) a maple & chestnut oak
thence with East lines N 30¾ W 26½ poles
to 2 blackoaks & whiteoak (three pines) on
Tuckers lines N 61 W 13 poles to (c) a stake
& corner with Tuckers thence by
original line S 32 W 65 poles to a stake
in said road & with the same S 47 E
13 poles to the beginning Containing
10 Acres more or less

The Survey and record adopted to
Select A. Beales — to N° 4, 5 & 6
The following being the courses & bounds
of N° 4 Beginning at (C) a stake on
the East Boundary of Lot N° 1 & 2 Thence S 67½ W 8 ½ poles to (G)
a stake on the Second line S 15° E 20 poles
to H) a stake on the south original
lines of the Survey being North
Lines 1 & 2 0 3 poles to (I) a stake
Corner to Lot N° 1 & with lines of
said Lot N 15° W 140 poles to the begin-
ning (containing 31 Acres more or less
Lot N° 5 is bounded as follows
Written Beginning at (C) a stake
corner to Lot N° 1 & 2 & 4 Thence with lines
of N° 4 S 67½ W 28½ poles to (G) a stake
Thence N 15° W 20 poles to I a stake
on the South original lines & with the
same N 32 E 28½ poles to (I) Corner to
Lot N° 2 and (with their lines) S 15°
E 20 poles to the beginning (con-
taining 3 Acres & the above more
or less - Lot N° 6 is bounded
as follows - Beginning at (A) a stake
with Sweet gum pointers Thence with
present lines N 16 W 25½ poles
to 2 chestnuts & stake in a hollow
S 32 W 52 poles to a stake in pre-
sent (with White oak pointers

N° 4

N° 5

N° 6

Dower

thence with said road S 52 E 61/4 S 33 E Sup
S 44 E 18 Pole to a stake Corner to Lot 3 & 4 in
line & the same 132 63 Pole to The beginning
Containing 7 Acres & 129 Square Pole
And further we Assign to Archie R.
& Robert A. Boyles jointly the Lot & House
in the Town of Rose Hill known as the
Dixie Hotel.
The courses and bounds of the Several
tracts or parcels of land hereby assigned to Jennie A.
Boyles and Archie and below to be
the Final result Value of the C C
Boyles Lands exclusive of the 149 Acres
Lot set out as follows. Beginning
at (G) a stake Corner to Lot No 4 &
Corner S 62 W 66 poles to (F) a stake Corner
to (F) & (E) a stake on the Hollow
road line and with the same N 4 E 11
poles to a Chestnut oak marked X Corner
N 63 E 53 poles to a small Chestnut X Corner
runs to a second Chestnut on Top of the
Dixie ridge N 63 E 2 poles to (I) a
Stake Corner to Lot No 2 & continues
same course 5 522 poles to (G) a Stake Corner
to Lot 4 & S 67 W 60 poles to (F) the Stake
& place of beginning Containing
Containing Eight Acres & One Square Pole
more or less Surveyed Sept 13th 1910
Except S 71 W 3/4 pole to a stake S 60 E 13 poles

to a stake at the North end of a plank fence S 29 E 41.64/100 poles passing through to a stake in public road that leads to the Museum & with said road S 43½ E 18 20/100 poles S 52½ E 11 54/100 poles S 59 E 8.68/100 poles - passing (S) a stake Corner to Lot 10 8 at ¾ poles - thence with a marked line S 15½ E 110 poles to (M) a small chestnut & stake with scribed pointers on the south original line & with the same - being North line - 144 E 28 poles to (H) a corner to Lot No 4 & with line of the same N 15 W 20 poles to the beginning Containing 130 acres more or less. We also assign to said Jennie & Baylor as part of said Lower interest the Store House & Lot thereunto belonging & being in the Town of Rockville Va.

We have also agreed to [illegible] Baylor Lot No 7 & Lot No 8 in the following description.

Beginning at (J) a stake corner to the Lower thence S 64½ W 17.6/100 poles to (I) a stake N 15½ W 18 poles to (C) a stake on the North original line & with the same 7 65 E 9 poles to Westernton

No 7

N° 8

N 16½ E 3 links to a p. Stake & stones in Lower road & w'n bank of same S 10° E 88 links to the beginning of same (containing 20 acres) (1c & 1 rd)

Lot N° 8 is bounded as follows Beginning at a Stake & stones in Lower road A at the N'E corner of Lot N° 7 & the N'W corner of this Lot N° 8 & the S'W corner of Lot N° 9 & the S'E corner of this Lot N° 8 & the N'E

(continue to have the exclusive right of piping water from said Spring, provided that they keep the pipe in repair and all the parties owning land in this estate shall have the privilege of carrying water from said spring for domestic purposes, paying for the same and Spring shall have the privilege of passing over the premises of Lot No 4 Shall have the privilege of hauling timber, wood or other products from said lot No 8. along some practicable route to do the least damage to said Lot No 8 and said route to be kept up by said proprietors. The Metes & bounds of Lot No 9 read as follows Beginning at a stake & blackoak bush Corner Lot No three with original Ent Line N 61 W 85 poles to a blackoak Shut sugar tree & oak - original corner thence with original lines being Dray ties & Brooks Line S 47¾ E 13 poles to a corner in prop Lot No 8 ; thence with the line of said Lot No 8 S 42¼ W 56½ poles to a

No 9

S 2° E 22 poles S 36° E 20 poles S 42° E 74 poles to a stake with black oak pointers & mound to Lot No 8 which bears S 30° E 40 poles to the beginning Containing 13¾ acres more or less.

No 10

We hereby lay off and appropriate to Survey Corner Lots No 10 11 & 12 Lot No 10 is bounded & described as follows - Commencing at (W) a stake corner to Lots 1° 7 & 8 thence S 67½° W 37½ poles to 7 a stake S 52½° W 1 pole to (V) a stake on the North margin of said road & with the same bearing to a corner & planted stone 1 pole to a stake (U) S 60° W 20 poles to (O) a stake Corner to Lot 1° 7 & 11 with Lots Thence S 36° E 8 poles to the beginning Containing 78 one hundredths acres Lot No 11 is described as follows Beginning at (V) a stake corner to Lot No 7 & 8 thence with line of Lot No 7 S 15½° E 10 poles to a stake on public road S 49° W 5 poles to (Q) a stake at the end of a plank fence thence S 15½° E 76 poles to (R) a stake in a road 1 6/4 E 50½ poles to (P) a stake in public road to the North margin of

No 11

Comon line S 57 E 7 2/100 poles S 15 1/2 E 11 poles to (11) a stake on the south original line thence with the same S 15 1/2 W 47 5/100 poles to (V) a stake thence N 74 1/2 W a recorded line 1 26 W 15 6/10 poles to a stake in public road 4 mile (No corner S 55 W 154 poles to a rock mound Corner S 60 W 3 54/100 poles to a stake

Thence N 15 W 21 poles to (T) Comon to Lot No 10 & with line of same N 67 E 37 3/4 poles to the beginning Containing 7½ acres

Lot No 12 is bounded as follows Beginning at a stake & mound & corners on the original East line & with the same N 6 W 32 poles passing a rock Corner title stake & mound 4 links west Thence S 82 W 43 2/100 to (M) a stake in public road & with the same S 48 28 E 57 E 7 poles to (9) a stake & white rock pointer Corner to 9 & with line thence S 32 E 52 poles to the beginning Containing 12 acres more or less

No 12

We have and agreed to Halve
her Lots № 13, 14 & 15.
Lot № 13 may be described as
follows to wit Beginning at (T)
a Stake Corner to Lot № 10 thence
with line of same N 15½ W 176 poles
to (U) a stake in the North original
line & with the same S 65 W 4 poles to 4
Chestnuts S 55 W 37½ poles to a Chestnut oak
38½ W 14 poles to (X) a Stake on Top of
Valley ridge Thence leaving the ridge
S 15½ E 60¾ poles to a Stake between a
white oak & beech in the Hollow
South line S 7 E 128½ poles to a Stake Y
in public road and a little North
of a great oak Thence with road
N 82 E 38 64/100 poles N 60½ E 16 6/10 poles to (W)
a Stake Corner to Lot № 16 & with line
thereof N 15½ W 21 poles to the beginning
Containing 70 Acres More or less

№ 13

Lot № 14 is bounded as
follows Beginning at (Z) a rock
on the south bank of Public road
Thence with original lines passing
South's line S 35½ E 63½ poles to a
large Sassafras S 24 W 125 poles to
3 Chestnut oaks - Thence continuing
with original line - N 86 E 105 poles

№ 14

No 15

to a large Chestnut N 72½ E 7¼ poles to (V) a stake & stones in Lot No 11 and (with line thereof) N 26 W 180 poles to a stake in Public road & with the same S 59½ W 137 poles to the beginning Containing 46 acres more or less.

The Metes & bounds of Lot No 15 is as follows to wit

Beginning at (M) a stake in Public road corner to Lot No 12 thence with line of same N 32 E 43½ poles to (L) a small chestnut & birch on the East original line & with the same N 61 W 42½ poles to a stake & stones in road, thence S 29 W 70 poles to (K) a stake in road thence with same S 42 E 9 poles S 60¾ E 32½ poles to the beginning Containing 11½ Acres more or less.

We also assign said Hattie Boyles House & Lot known as the Johns Lot in the town of Rose Hill.

We have laid off and assigned for the use of the proprietors of Lot № 10 a Water way into Lot № 13 Beginning at (2) a point on the portition line between said Lots & 4 3/4 poles North of the Holmes line thence West 8 1/2 poles to (3) an ash on the west bank of a branch thence up the west side of said branch N 15 1/2 W 2 poles to (4) a stake East 8 1/2 poles to a point on said line (5) and the owners of said Lot № 10 are obligated to keep up a sufficient fence around the above described water-way or lane to prevent the breaking in of stock upon Lot № 13. Whilst said water way is in use by the proprietors or tenants of Lot № 10.

All fences next to any portition line and running nearly parallel thereto shall be removed on said portition line and shall be held jointly or in common by the adjoining lot owners.

In pursuance of agreement to allow made by and between the heirs of C. C. Baylor or their representatives as shown by said agreement dated 12th of Feb 1903 and herewith filed as part of this report. We have treated the interests of W. H. Baylor Henry Baylor & H. H. C. Baylor devisees named both in the 4th Section of said estate and so returned them. And pursuant to said agreement we have portioned the Dower lands to take effect at the termination of said Dower interest. Assigning to Orchie R. & Robert ~~A~~ Baylor jointly 2/5 in value of said lands adjoining this other lands and bounded as follows to wit: Beginning at (G) corner to lot No 84 thence with line of lot No 4, S 15 26 6 chs to 10 a stake in road thence S 67 3/4 W 4 6/10 pds to 11 a stake S 15 26 1 80/100 to 12 a stake on the Sec 8 original line & with the same N 44 16 pds to 13 a stake corner to lot No 4 and with line thereof N 15 26 185 pds to 10 a stake on bank of S 67 1/2 W 2 7/10 pds to 13 a stake N 15 26 W 15 pds to 14 a stake on the bank and

creek line and with it N 16 3/4 E 3.53 ch to a small chestnut, N 86 1/2 E 6.50 ch to two small chestnuts on top of low ridge, N 10 3/4 E 21 links to (I use a bearing tree set 105 and with said line) Stone S 15 E 2 links to the beginning containing 3 7/8 acres more or less.

The remainder of said Dower Tract 15. Reserved on Plat 11, 13, 14, K, J, H, 12 & 11 is objected to by Mrs. Boyles two daughters & Katie Boyer. The Store Lot and one tie reserved by said Dower, are not objected to.

Any and all Mineral rights & appurtenances are hereby reserved to the said Dower, Grantor, her heirs, executors, administrators, and assigns forever.

The Grantee, her heirs, executors, administrators and assigns shall have the right of ingress, egress and regress over the said premises for the purpose of mining, boring, operating, developing, and removing the minerals, oil, gas, water, coal, iron ore, fire clay, limestone, and other minerals, and the products thereof, and the right to erect, maintain, and remove all buildings, machinery, roads, pipe lines, power lines, telephone lines, and other structures and facilities deemed necessary by the Grantee, her heirs, executors, administrators and assigns, to explore, develop, produce, store, treat, and transport the minerals, oil, gas, water, coal, iron ore, fire clay, limestone, and other minerals, and products thereof, produced from the said premises or any other property, and the right to conduct such operations on the said premises as are necessary in connection therewith; provided, however, that no well shall be drilled within 200 feet of any house or barn now on said premises, without the consent of the Grantor, her heirs, executors, administrators or assigns.

The Grantee, her heirs, executors, administrators and assigns shall pay for damages caused by its operations to all growing crops on said land, and to all buildings and improvements now thereon, which damages, in case they cannot be agreed upon, shall be determined by three disinterested freeholders, one to be appointed by the Grantor, her heirs, executors, administrators or assigns, one by the Grantee, her heirs, executors, administrators or assigns, and the third by the two so appointed, before entry is made upon said premises by the Grantee, her heirs, executors, administrators or assigns, for any of the purposes aforesaid.

The Grantee, her heirs, executors, administrators and assigns shall have the right to use sufficient water from any wells or springs on said premises for all purposes necessary in connection with the operations hereunder, but shall not pollute any water supply now existing for stock or domestic purposes.

The Grantee, her heirs, executors, administrators and assigns shall bury all pipe lines below plow depth, and shall pay any damages caused by failure to do so.

No well drilled on said premises shall be drilled deeper than the Pittsburgh Coal Seam, without the consent of the Grantor, her heirs, executors, administrators or assigns.

The Grantee, her heirs, executors, administrators and assigns shall have the right to assign this grant in whole or in part, and all rights and privileges granted, created or reserved hereby shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the Grantor and Grantee, respectively.

Witness the following signatures and seals this 15th day of April, 1944.

Witness:

Mary Dower (Seal)

Witness:

Mary Dower (Seal)

and closing gates here to be along said Mat-s as heretofore restricted in their passing through said lands —

all of which is most respectfully submitted this the 26th of Feb 1903

D. M. Commens
Geo. M. Russell
J. P. Albert
Owners

Bill of Cost.

R. M. Carmical surveying & platting Comm. &c 20 days $60.00

Jno. A Bufkill 8 days @ 2 17.20

D. P Hunt 10 days 20.00

Engine & Hose Co. 8.00

Other Hands - Paid off by

A. H Boyles 22.00

L. H. Boyles Board bill 10.00

Mrs Bessie A. Boyles board bill 10.00

Total $47.20

Jennie H Baylor et als
vs. Suit for Partition
Lou. H Baylor et als

Whereas. by decree entered in this cause. L M. Cornwell J.P. Abbott Geo W Russell Wright Shickley and M.S. Ball were appointed commissioners for the purpose of partitioning the lands owned by the ~~Children~~ Charles E. Baylor at the time of his death, and afterwards by decree entered in the Chancery cause, afterwards intituled of Lou H Baylor and others vs Jennie H Baylor. et als. it was determined that the Tract on the west end of said farm known as the Tract of land conveyed by B M Morgan to said Baylor was and is the property of L H Horry and Hattie Baylor Children of Harriet M Baylor deceased and whereas said Commissioners were directed to partition said Tract of land among said three heirs. And whereas it agreed that the best interest of all of said parties will best be promoted by having partition made of all the lands owned by the said L. H. Horry & Hattie Baylor which they derived from the estate of said C. E. Baylor or from their mother Hattie M Baylor deceased treating as one Tract or one interest. and that the same should be accordingly so divided

Now in consideration of the premises aforesaid it is hereby agreed that the lands owned by the said L H Baylor Horry Baylor and Hattie M Baylor, whether derived by them by inheritance from either father or mother shall be treated as one estate and divided accordingly, anything in the decrees under which said Commissioners are acting to the contrary notwithstanding

And it is further agreed that said Commissioners shall, after they have assigned dower to Jennie H Baylor widow of C. E. Baylor deceased, partition said dower among those entitled there to by laying off to L H. Horry and Hattie Baylor three fifths of said dower adjoining the lands assigned to them, and by laying off and assigning to Archie R & Robert A Baylor two fifths of said dower adjoining the lands so assigned to them. Said partition of said dower, however not to take effect in possession until after the termination of said dower interest.

And said Commissioners are required to make said partition as hereinabove indicated giving to each party in interest his equal share as hereinabove indicated having due regard to quantity quality,

improvements ways &c Witness our
Signatures This the 12th day of February
1903.

Jas. H. Baylor
Harry M. Baylor by
J. Alex Hyatt his agent
Hattie M. Baylor.
her agent R. B. Beaty.
C. T. Duncan Guardian
ad Litem for Archie R &
Robert A. Bury Jr Infants

L H [illegible] et als

with Z Z Agreement.

Harry M Baylor et als

Filed Feby 26th 1903

A.B. Mussey Clerk

Costs of Partition

L. M. Garnical	$60.00
G. W. Russell	17.00
J. P. Albert	20.00
Holmes Chinn	8.00
L H Baylor. Pd Hands	22.00
Same for Board	10.00
Same for Board	10.00
Mrs Baylor for Board	10.00
Total	$147.00

To Lon H. Baylor, Harry M. Baylor, Hattie M. Baylor and P. L. Pennington, Guardian ad litem for Archie P. and Robert A. Baylor:

You will please take notice that on Friday, August the 30th, 1905, at the office of C. T. Duncan, in the town of Jonesville, Lee County, Virginia, I will proceed to take the deposition of J. P. Albert, J. A. G. Hyatt and others, to be read as evidence in behalf of the plaintiff in a chancery cause now pending in the Circuit Court of Lee County in which I am complainant and Archie P. Baylor et al are defendants. If said depositions are not completed on that day the taking thereof will be continued from day to day, from time to time, and from place to place till completed.

You can attend and cross examine if you desire to do so.

Respectfully

Oct. 25rd, 1905.

Jennie H. Baylor Guardian
for Archia P. & Robert A. Baylor.

By Counsel.

C. T. Duncan

W M

Jennie H Baylor Guard &c

vs. Notice

Archie R. Baylor et al

Delivered Oct 29-1903
by delivering a true copy
of the within Notice to
R. N. Ledford Esq for
H. Baylor neither Lon
Baylor nor his wife
being found at Home
and R. N. Ledford
being at the Place
of Business of Lon
H. Baylor first over
the age of 16 years
for their Defendant
Chas Lowe Sheriff
Harry M Rowland by
Deputy & Gave to
R. N. Ledford Esq
a true & correct copy
of the within Notice

Sheriff's Office Oct 29 1903

R. N. Ledford
for Harry M Rowland
Deputy Sheriff

Sheriff's Office Oct 29 1903
Received of Harry M Rowland
Deputy Sheriff one dollar
for serving the within
Notice

R. N. Ledford

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Robert A. Baylor, Archie R. Baylor, Lon H. Baylor, Harley Baylor and Hattie M Baylor,

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the 3rd *Monday in* October *190*3*, to answer a bill in chancery exhibited against* them *in our said court by* Jennie H. Baylor Guardian &c

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 6th *day of* October *, 190*3*, and in the* 128th *year of the Commonwealth.*

A B Munsey, *Clerk.*

Jennie H. Baylor

vs. { SUBPEONA IN CHANCERY.

Hattie M Baylor

Duncan & Leidlin p. q.

To 2nd October Rules.

Lee Circuit Court.

Executed Oct-9/1903 by delivering a true copy of the within subpoena to Hattie M. Baylor in person.

Fee. 50c Paid.

E. D. Lee Sheriff
Lee County Virginia
By J. Shannon Dpty

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Robert A Baylor, Archie R Baylor, Lon. H. Baylor, Harry Baylor, and Hattie M. Baylor

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the 3rd *Monday in* October *19*03*, to answer a bill in chancery exhibited against* them *in our said court by* Jennie H. Baylor Guardian &c

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 6th *day of* October*, 19*03*, and in the* 128th *year of the Commonwealth.*

A. B. Munsey, *Clerk.*

33
43
1148 1
1571

vs. { SUBPEONA
IN CHANCERY.

p. q.

To *Rules.*

Court.